### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
David L. Phillips	04/30/2013
Richard F. Percy	05/07/2013
David A. Straka	04/30/2013
Clint W. Lampley	04/30/2013
Paul R. Heide	04/30/2013

#### **RECEIVING PARTY DATA**

Name:	Deere & Company
Street Address:	One John Deere Place
City:	Moline
State/Country:	ILLINOIS
Postal Code:	61265

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13891344

### **CORRESPONDENCE DATA**

**Fax Number**: 309-749-00

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 309-765-4451

Email: patmolineuspto@johndeere.com

Correspondent Name: DEERE & COMPANY
Address Line 1: ONE JOHN DEERE PLACE
Address Line 4: MOLINE, ILLINOIS 61265

Signature:	/Stephen D. Dellett, Reg. No. 32,564/
NAME OF SUBMITTER:	Stephen D. Dellett
ATTORNEY DOCKET NUMBER:	19132-US

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Date:	05/10/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 6 source=19132_US_Executed_Declaration_A source=19132_US_Executed_Declaration_A source=19132_US_Executed_Declaration_A source=19132_US_Executed_Declaration_A source=19132_US_Executed_Declaration_A source=19132_US_Executed_Declaration_A	Assignment#page2.tif Assignment#page3.tif Assignment#page4.tif Assignment#page5.tif

#### **DECLARATION AND ASSIGNMENT**

- 1. Declaration As the below named declarant-inventor(s)("declarant" or "inventor"), each declarant-inventor who signs below hereby declares that: (1) the application identified below was made or was authorized to be made by each declarant, (2) the declarant believes himself or herself to be the original inventor or an original joint inventor of a claimed invention in the application, (3) the declarant hereby acknowledges that any willful false statement made in this declaration of inventorship or document is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both, (4) the declarant states that he or she has reviewed and understand the contents of the above identified application, including the claims, and (5) the declarant acknowledges that he or she is aware of the duty to disclose information (e.g., any prior art or publication) which is material to patentability as defined in 37 CFR § 1.56.
- **2. Assignment** Subject to an obligation to assign the invention to:
- X Deere & Company ("Assignee" or "Deere"), a Delaware corporation; or
- □ John Deere GmbH & Co. KG ("Assignee"), a German entity affiliated with Deere; or
- □ Phoenix International Corporation ("Assignee"), a wholly-owned subsidiary of Deere; or
- □ NavCom Technology, Inc. ("Assignee"),, a wholly-owned subsidiary of Deere; or
- □ Maschinenfabrik Kemper GmbH & Co. KG, ("Assignee"), a German entity affiliated with Deere; or
- □ Sabo Maschinenfabrik GmbH ("Assignee"), a German entity affiliated with Deere;

the below named declarant-inventor(s) own(s) the entire right title and interest to the invention ("the Invention") which is the subject of a United States patent application ("the Application") entitled:

#### **END OF CUT SPEED CONTROL SYSTEM**

which each declarant-inventor has executed on the date indicated below next to each inventor's name.

Pursuant to an agreement between each declarant-inventor and Assignee or other legal obligation supported by good and valuable consideration, the receipt of which is acknowledged by each inventor, each declarant-inventor (individually and collectively "Assignor"), agrees to assign, and hereby assigns to Assignee all title, right and interest in the Invention and Application, including the assigned rights as more fully set forth herein. If any below listed declarant-inventor is or was employed by John Deere GmbH & Co. KG, or a German subsidiary or affiliate of Assignee, at the conception or creation of the Invention, as required under German law on employee inventions, John Deere GmbH & Co. KG, Assignee, or its German subsidiary or affiliate, laid claim on the Invention and Assignee became the owner of any rights in the Invention and Application as required under German law. If any inventor has previously assigned the same Invention or same Application to Assignee, instead of merely assigning all title, rights, and interest to Assignee; the Assignor acknowledges that all title, right and interest in the Invention and Application was previously assigned to Assignee and hereby assigns, without any reservation, any remaining rights in or to the Invention and Application that the Assignor may hold for whatever reason.

The assigned rights include, but are not limited to, all worldwide rights to file any United States patent applications, international patent applications, and any foreign patent applications, utility patent applications, design patent applications, copyrights, plant patent applications, utility model applications, or similar industrial property rights for the Invention described in the name of each inventor or in the name of the Assignee, as well as any right of priority to any patent or application of the United States or any other country or jurisdiction based on the Invention. The assigned rights include the right for the Assignee, or its legal representatives, to file any continuing, continuation, continuation-in-part, divisional, reissue, extension, or reexaminations of the Application or Invention, or any U.S., international, or foreign applications that claim priority based on the Application. These assigned rights are to be held and enjoyed by the Assignee, its successors or assigns, as fully and entirely as the same would have been held and enjoyed by each inventor had this assignment not been made.

The Invention and Application shall be deemed the sole and exclusive property of Assignee and each inventor agrees to execute any and all documents which Assignee, its successors or assigns, deem

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necessary to transfer, acknowledge, or assign such rights in or to the Invention and Application to Assignee, its successors, or assigns. Each inventor agrees to execute all documents which Assignee, its successors or assigns deem expedient in connection with the Application and any continuing. continuation, continuation-in-part, divisional, reissue, reexamination or other domestic, international or foreign applications on a worldwide basis concerning the Invention or that claim priority based on the Application or Invention; and any renewal, revival or substitute of any of the foregoing applications, any derivation proceedings relating to any of the foregoing applications; and, as to patents granted on the any of the foregoing applications, any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof. Each inventor agrees to cooperate with Assignee, its successors or assigns in every proper way possible to obtain, defend and assert one or more patent(s) based on: the Application and any continuing, continuation, continuation-inpart, divisional, reissue, reexamination or other domestic, international, or foreign applications concerning the Invention; any renewal, revival, or substitute of any domestic or foreign applications, any derivation proceedings relating to any of the foregoing applications; and, as to patents granted on the foregoing applications, any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof. During or after any employment by Assignee, each inventor agrees, at no cost to Assignee, to execute any and all documents which Assignee, its successors, or assigns, deem necessary to obtain, maintain and/or enforce its rights in such Invention or Application including, but not limited to, any related patent applications which Assignee elects to file in all countries in the world and to fully cooperate with Assignee in the obtaining, maintaining and enforcement of any intellectual property protection sought or obtained for such Inventions including providing any testimony required to obtain, maintain and/or enforce such rights. Each inventor hereby authorizes any patent office in the world to issue any letters patent based on the assigned rights to the Assignee. Each inventor hereby covenants that he or she has not made and will not make any assignment, sale, license, agreement or encumbrance which would conflict with this Declaration and Assignment. Each inventor grants the legal representative of Assignee, its successors and assigns, the power to insert on this Declaration and Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

Each declarant-inventor declares and agrees signing below:  Richard F. Percy	Samo	eclaration and Assignmen at <u>Or Nandalo</u> , City	7:
E. Comment		2 <sup>5</sup> 8	
The signing of the Declaration and Assignment as set forth below:	nt by the above declarant	inventor is witnessed or r	notarized
HONGSHI GUO	I from any	\$/7/200	/ 3
Non-inventor witness printed name	Witness signature,	Date	
NEXL CHEXTENSEN		<u> </u>	/3
Non-inventor witness printed name	Witness signature	Date	
State of) County of			
Sworn to before me this day of, 2013.			
	Notary Public		

Assignment Attorney Docket No. 19132-US Page 3 of 4 at FUQUAY- VARINA NC State

David L. Phillips  David L. Phillips	Date signed	at <u>FUO CAY- V ARIN</u> City	Page 3 of A
The signing of the Declaration and Assignment as set forth below:	ent by the above declarar	nt-inventor is witnessed o	or notarized
Non-inventor witness printed name	Witness signature	Date	<del></del>
Non-inventor witness printed name	Witness signature	Date	
State of North Carolina ) County of Wake			
Sworn to before me this 30 day of 2013.	Daniel Notary Public	0 g. Ruehrwe	ein_
Daniel J. Ruehrwein Notary Public Wake County North Carolina My Commission Expires 6/11/2014	Notary Public	•	
David A. Straka	Date signed	at City	State
The signing of the Declaration and Assignments as set forth below:	ent by the above declarar	nt-inventor is witnessed o	or notarized
Non-inventor witness printed name	Witness signature	Date	
Non-inventor witness printed name	Witness signature	Date	v
State of) County of)			
Sworn to before me this day of, 2013.			
	Notary Public		

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		at	,
David L. Phillips	Date signed	City	State
The signing of the Declaration and Assignm as set forth below:	ent by the above declara	ant-inventor is witne	essed or notarized
Non-inventor witness printed name	Witness signature	Date	
Non-inventor witness printed name	Witness signature	Date	
State of) County of)			
Sworn to before me this day of, 2013.			
	Notary Public		AND THE PARTY OF T
David A. Straka	<u>4/30/13</u> Date signed	at <u>Kalay-V</u> City	Anua, <u>NC</u> State
The signing of the Declaration and Assignm as set forth below:	ent by the above declara	ant-inventor is witne	essed or notarized
Doug las J. Wilhelm  Non-inventor witness printed name	Witness signature	lelm 30 Date	2 Apr 2013
Almorceen Coená Hall Non-inventor witness printed name	Witness signature	Date Date	) Apr 2013
State of) County of)			
Sworn to before me this day of, 2013.			
	Notary Public		

Assignment Attorney Docket No. 19132-US 4/30/13 at Kernersville Date signed City The signing of the Declaration and Assignment by the above declarant-inventor is witnessed or notarized as set forth below: Notable Haller Non-inventor witness printed name State of \_ County of Sworn to before me this \_\_\_\_\_, 2013. Notary Public Paul R. Heide Date signed City The signing of the Declaration and Assignment by the above declarant-inventor is witnessed or notarized as set forth below: Non-inventor witness printed name Witness signature Date Non-inventor witness printed name Witness signature Date

Notary Public

State of \_\_\_\_ County of \_\_

Sworn to before me this \_\_\_\_\_, 2013.

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		at	
Clint W. Lampley	Date signed	City	State
The signing of the Declaration and Assignm as set forth below:	ent by the above declarar	nt-inventor is witnesse	ed or notarized
Non-inventor witness printed name	Witness signature	Date	
Non-inventor witness printed name	Witness signature	Date	
State of) County of) Sworn to before me this day of			
, 2013.	Notary Public		
Paul N Nteirle	30 April 2013	3 at Fuguay Van	ina, NC
Paul R. Heide	Date signed	City	State
The signing of the Declaration and Assignm	·		d or notarized
as set forth below:  Tahmidu Shukle  Non-inventor witness printed name	So April 2013 Witness signature	Fuque Date	4-varina
Michael J. Ling Non-inventor witness printed name	Witness signature		30/13
State of) County of)			
Sworn to before me this day of, 2013.			
	Notary Public	The state of the s	

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**RECORDED: 05/10/2013**